

**APPENDIX – WIRELESS EMERGENCY SERVICE ACCESS ( E9-1-1)****TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).
- 1.2 Wireless E911 Service Access is a service which enables Carrier's use of **SBC-WISCONSIN** 911 network service elements which **SBC-WISCONSIN** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-WISCONSIN** is the 911 service provider. E911 Authority purchases Universal Emergency Number/ 911 Telecommunications Service from **SBC-WISCONSIN**. Wireless E911 Service Access makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-WISCONSIN**. **SBC-WISCONSIN** shall provide Wireless E911 Service Access to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-WISCONSIN** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with Carrier's Phase I and Phase II E911 obligations.
- 1.3 By submitting an order under the terms and conditions of this Appendix, Carrier represents that to the extent required by state or federal law it has negotiated with the E911 Authority as to the E911 service configuration and to the extent required by state or federal law will implement the resulting E911 service configuration.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The WISCONSIN Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-2STATE** means the applicable SBC owned ILEC(s) doing business in California and Nevada.

- 1.6 As used herein, **SBC-MIDWEST REGION 5-STATE** means the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, WISCONSIN, and Wisconsin.
- 1.7 As used herein, **SBC-SOUTHWEST REGION 5-STATE** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-CONNECTICUT** means the applicable above listed ILEC doing business in Connecticut.
- 1.9 As used herein, **SBC-WISCONSIN** means the applicable above listed ILEC doing business in WISCONSIN.
- 1.10 The prices at which **SBC-WISCONSIN** agrees to provide Carrier with E911 Service Access is contained in the applicable Appendix Pricing exhibit and/or the applicable state access tariff where stated.

## 2. DEFINITIONS

- 2.1 “911 Call(s)” means a call made by an Carrier’s Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 “Alternate PSAP” means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.3 “Automatic Location Identification” or “ALI” means the automatic display at the PSAP of appropriate address or location data sufficient to identify the cell site and/or face cell sector (Phase I) or longitude and latitude (Phase II) from which a wireless call originates.
- 2.4 “Automatic Location Identification Database” or “ALI Database” means the emergency service (E911) database containing caller information that may include, but is not limited to, the carrier name, NENA ID, Emergency Services Routing Number (ESRD or ESRK) and Cell Site/Sector Information that is dynamically updated with the Call Back Number (CBN) (Phase I) and longitude and latitude, confidence and uncertainty (Phase II) and other carrier information used to process caller location records.
- 2.5 “Automatic Number Identification” or “ANI” identifies a calling party and may be used as a call back number.
- 2.6 “Call Back Number” means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier’s Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the

Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

- 2.7 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and Cell Site/Sector Information to the PSAP.
- 2.8 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.9 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.10 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 "Common Channel Signaling System 7 Trunk "CCS/SS7 Trunk or SS7 Signaling" means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling.
- 2.13 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.14 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for 911 systems.
- 2.15 "Designated PSAP" means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A "Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The Alternate PSAP is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.16 "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local

government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.17 “E911 Service” means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 “E911 Trunk” means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-WISCONSIN** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.19 “E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service” means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.20 “Emergency Services” means police, fire, ambulance, rescue, and medical services.
- 2.21 “Emergency Service Number” or “ESN” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 “Emergency Service Routing Key” or “ESRK” is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.23 "Emergency Service Routing Digits" or "ESRD" is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.

- 2.24 “Hybrid CAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 “Meet Point” means the demarcation between the SBC-WISCONSIN network and the Carrier network.
- 2.26 “Mobile Directory Number” or “MDN” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 “Mobile Identification Number” or “MIN” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28
- 2.29 “National Emergency Number Association” or “NENA” means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.30 “Non-Call path Associated Signaling” or “NCAS” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 2.31 “Phase I” – as defined in CC Docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.32 “Phase II” – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.33 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.34 “Pseudo Automatic Number Identification (pANI) - CAS or Hybrid CAS solutions” or “Emergency Services Routing Key (ESRK) – NCAS solutions is a 10-digit telephone number used to support routing of wireless 911 calls. In either case this number is used to query the ALI database to retrieve the location information for a 911 call.

- 2.35 “Selective Routing” or “SR” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.36 “Shell Record” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, cell site and sector information for a Phase I deployment, and XY location data for a Phase II deployment. A dynamic update to the ALI record is required to be provided by the Carrier’s network prior to forwarding to the appropriate PSAP.
- 2.37 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### 3. **SBC-WISCONSIN RESPONSIBILITIES**

- 3.1 **SBC-WISCONSIN** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-WISCONSIN** is the 911 service provider. **SBC-WISCONSIN** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-WISCONSIN** is the 911 service provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 Where **SBC-WISCONSIN** is the 911 service provider, Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system.
- 3.2.2 **SBC-WISCONSIN** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 3.2.3 Where **SBC-WISCONSIN** is the ALI Database Provider, in a Phase I application, **SBC-WISCONSIN** will forward the Phase I data as provided by the Carrier and in a Phase II application, **SBC-WISCONSIN** will forward the Phase I and Phase II data as provided by the Carrier.

### 3.3 Facilities and Trunking

- 3.3.1 **SBC-WISCONSIN** shall provide and maintain sufficient dedicated E911 circuits from **SBC-WISCONSIN**'s SR's to the PSAP, according to provisions of the applicable State tariff and documented specifications of the E911 Authority.
- 3.3.2 After receiving Carrier's order, **SBC-WISCONSIN** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-WISCONSIN** Access Services tariff. Additionally, when Carrier requests diverse facilities, **SBC-WISCONSIN** will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 **SBC-WISCONSIN** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-WISCONSIN** SR(s).
- 3.3.4 **SBC-WISCONSIN** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

### 3.4 Database

- 3.4.1 Where **SBC-WISCONSIN** is the 911 service provider and Carrier deploys a CAS or Hybrid-CAS Solution utilizing **SBC-WISCONSIN** E911 DBMS:
- 3.4.1.1 **SBC-WISCONSIN** shall store the Carriers ALI records in the electronic data processing database for the E911 DBMS.
- 3.4.1.2 **SBC-WISCONSIN** shall coordinate access to the **SBC-WISCONSIN** E911 DBMS for the initial loading and updating of Carrier ALI records.
- 3.4.1.3 **SBC-WISCONSIN** ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.1.4 **SBC-WISCONSIN** will submit Carrier's ALI records in the E911 DBMS. **SBC-WISCONSIN** will then provide Carrier or Carrier's designated representative an error and status report. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier by **SBC-WISCONSIN**.

3.4.1.5 **SBC-WISCONSIN** shall provide the necessary Master Street Address Guide (MSAG) and monthly updates of said MSAG to Carrier, upon receipt of the initial MSAG from the appropriate E911 Authority. MSAG shall contain information associated with Wireless E911 service to allow the upload of database records to support the deployment of a CAS or Hybrid CAS solution.

3.4.2 Where **SBC-WISCONSIN** is the 911 service provider, and Carrier deploys an NCAS solution:

3.4.2.1 Carrier's designated third-party provider shall perform the database functions as listed in 3.4 above.

3.4.2.2 **SBC-WISCONSIN** will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

#### 4. CARRIER RESPONSIBILITIES

##### 4.1 Call Routing

4.1.1 Where **SBC-WISCONSIN** is the 911 network service provider, Carrier will route 911 calls from Carrier's MSC to the **SBC-WISCONSIN** SR office of the E911 system.

4.1.2 Depending upon the network service configuration, Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific cell site and sector to the **SBC-WISCONSIN** 911 SR.

##### 4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-WISCONSIN**, transport and trunk termination to each **SBC-WISCONSIN** 911 SR that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate **SBC-WISCONSIN** Region specific form. Such form shall not conflict with the terms and conditions of this Agreement.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's

MSC to each **SBC-WISCONSIN** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS trunks rather than CAMA (MF) trunks.

- 4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.5 Carrier shall work with PSAP to develop a plan for adequate capacity to provide Phase 1 E911 Service to Carrier's Wireless End Users at a mutually agreed upon traffic plan while using best efforts to prevent the PSAPs from being overloaded with wireless 9-1-1 calls from a single incident. Carrier agrees to work with the PSAP to meet the PSAP's congestion control goals.
- 4.2.6 SBC shall permit Carrier to terminate a frame relay circuit from a Carrier-controlled ALI Database or MPC, to the SBC ALI Database site(s). Carrier shall provide diverse connections to the SBC ALI Database site(s). SBC agrees to bill Carrier, or upon request, Carrier's Database Provider for connectivity to the SBC ALI database; provided, however that Carrier shall be responsible for payment of all such charges billed to the Database Vendor by SBC but unpaid by the Database Vendor.
- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic volumes warrant that additional circuits are needed to meet the current level of 911 call volumes, and the PSAP approves additional circuits, Carrier shall request additional circuits from **SBC-WISCONSIN**.
- 4.2.8 Carrier will cooperate with **SBC-WISCONSIN** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-WISCONSIN** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until both Parties complete successful testing.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising **SBC-WISCONSIN** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-WISCONSIN** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-WISCONSIN** will refer network trouble to Carrier if no defect is found in

**SBC-WISCONSIN**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 4.3 Database

4.3.1 Where **SBC-WISCONSIN** is the 911 service provider, and Carrier deploys a CAS or Hybrid CAS Solution utilizing **SBC-WISCONSIN** E911 DBMS:

4.3.1.1 Carrier or its representatives shall be responsible for providing Carrier's ALI Records to **SBC-WISCONSIN**, for inclusion **SBC-WISCONSIN'S** DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the dial-tone provider.

4.3.1.4 Carrier is responsible for providing updates to **SBC-WISCONSIN** ALI database; in addition, Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where **SBC-WISCONSIN** is the 911 service provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to **SBC-WISCONSIN**, for inclusion in **SBC-WISCONSIN'S** DBMS, on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third-party provider shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon NENA recommendations.

#### 4.4 Other

- 4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.
- 4.4.2 Within one week of receiving a valid E911 Phase II PSAP request for an area in which SBC-13STATE is the 911 service provider, Carrier agrees to fax a copy of the request to its SBC Industry Markets Wireless account manager.

## 5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **SBC-WISCONSIN** 911 Selective Router(s).

## 6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the terms and conditions of **SBC-WISCONSIN**'s applicable State Access Services tariff(s).

## 7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority.

## 8. BASIS OF COMPENSATION

- 8.1 Carrier shall compensate **SBC-13STATE** for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit. The prices shall be considered interim in the states of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the allocation of costs between the PSAPs and Carrier are consistent with the ruling set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001* ("King County Letter" and affirmed in *The Order on Reconsideration In the matter of*

*Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146), Docket No. 94-102 as aff'd in the Letter from Thomas J. Sugrue, Chief of Wireless Telecommunications Bureau, to Kathleen B. Levitz, BellSouth, re: Responsibility of Costs of E911 Phase II ALI Database Upgrades, CC Docket 94-102.* In the event that the cost allocation that is adopted in a particular state differs from the determination made in the *King County Letter*, the Parties agree to true up or true down the rates charged and amounts paid back to the Effective Date. Except as set forth above, in the event **SBC-13STATE** files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the comprehensive and exclusive nature of the Pricing Exhibit does not negate any charges for the 56 kbps Frame Relay Circuit described in Section 4.2, should Carrier elect to purchase such circuit from an **SBC-13STATE** affiliate.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **SBC-WISCONSIN** SR(s).

## 9. LIABILITY

- 9.1 **SBC-WISCONSIN**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-WISCONSIN** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-WISCONSIN** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **SBC-WISCONSIN**, Carrier shall not be liable to **SBC-WISCONSIN**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such

interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-WISCONSIN** until service is restored.

9.3 **General Indemnity Rights.** A Party (the “Indemnifying Party”) shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “Indemnified Party”) and hold such Indemnified Party harmless against:

9.3.1 any claim or loss related to the subject matter of this Appendix alleged by a Customer of the Indemnifying Party unless the claim or loss was caused by the gross negligence or willful misconduct (“Fault”) of the Indemnified Party, its employees, agents or subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnified Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnified Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnified Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract; and

9.3.2 any loss related to the subject matter of this Appendix arising from such Indemnifying Party’s use of services offered under this Agreement, which involve pending or threatened claims, actions, proceedings or suits for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party’s own communications or the communications of such Indemnifying Party’s Customers.

9.3.3 Notwithstanding the foregoing, the provisions set forth in Section 9 are not intended to create any third party beneficiaries nor are the provisions intended to expand the scope of liability of either party should Applicable Law in the state where service is being provided serve to limit the liability of 911 service providers or telephone companies in the provisioning, implementation, maintenance or administration of 911 service.

**PRICING EXHIBIT**

**2.0 SBC WISCONSIN CELLULAR/PCS E9-1-1**

**SBC - WISCONSIN**

**2.5 WISCONSIN**

Trunk Charge per Trunk:

Monthly                      \$ 26.29

Non-Recurring              \$ 737.59

Facility rates can be found in the State Special Access Tariff.